

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-243-T - ORDER NO. 2021-133
MARCH 23, 2021

IN RE: Application of Grace Logistics & Movers,)	ORDER GRANTING
LLC for a Class E (Household Goods))	CLASS E (HOUSEHOLD
Certificate of Public Convenience and)	GOODS) CERTIFICATE
Necessity for Operation of Motor Vehicle)	
Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Grace Logistics & Movers, LLC (hereinafter referred to as “GLM” or the “Applicant”). By its Application, GLM requests a Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods statewide.

II. PROCEDURAL HISTORY

GLM filed its Application for a Class E (Household Goods) CPCN with the Commission on October 9, 2020. The company filed an Amended Application on January 22, 2021. By letter dated October 20, 2020, the Clerk’s Office of the Commission instructed Applicant to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. The Notice provided information regarding the Application and established an intervention deadline of November 25, 2020. Applicant was required to publish the Notice on or before November 4, 2020, and provide proof of publication no later than November

25, 2020. Notice was timely published. GLM filed proof of publication on November 17, 2020. The Notice was published in *The State* on October 30, 2020. No person intervened as a party of record.

The evidentiary hearing was held on January 27, 2021, with the Honorable Florence P. Belser presiding. Applicant was represented by Kharimah Dessow, Esquire. The South Carolina Office of Regulatory Staff ("ORS"), a party of record pursuant to S.C. Code Ann. § 58-4-10(B) (Supp. 2020), was represented by Jenny Pittman, Esquire.

III. EVIDENCE OF RECORD

GLM is a South Carolina limited liability company established on May 1, 2017. GLM called Ventrell Jenkins, Owner, as a witness. Mr. Jenkins has three (3) years of moving experience. He has performed labor only jobs or moves for church members at no cost to his fellow parishioners.

Mr. Jenkins is currently the only employee of GLM. He plans to attract additional labor through Indeed job postings. He testified he will also hire day laborers and seasonal workers. Applicant plans to buy or finance two (2) additional trucks to add to the company's fleet by the end of 2021, beginning of 2022.

Applicant does not have a safety rating from the US Department of Transportation nor have any of the company's vehicles been placed out of service by Transport Police safety officers in the past twelve (12) months. GLM is familiar with all statutes and regulations governing for-hire motor carrier operations in South Carolina, including the Commission's regulations regarding insurance requirements.

On January 26, 2021, GLM moved to present shipper witness testimony of Brian Johnson by affidavit. Mr. Johnson is a former Internal Affairs Investigator with the South Carolina Department of Corrections who now sells residential and commercial real estate. He testified that buying and selling property is in high demand because of low mortgage interest rates. High growth in the area is due to relocation, new home construction, and military families retiring to the Midlands area. Mr. Johnson also attributes growth to tourism and the University of South Carolina school system. He believes the market can sustain another moving company and will add GLM to his preferred vendor list if the company is approved to operate.

ORS did not prefile direct testimony. By letter dated January 26, 2021, ORS stated it is “of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012).” Thomas McGill, Assistant Manager of Safety, Transportation, and Emergency Response with ORS, testified regarding the December 18, 2020 inspection held at Applicant’s place of business. During the visit, Mr. McGill discussed the application process, reviewed Applicant’s tariff and bill of lading, and inspected Applicant’s truck and moving equipment. Based upon the visit, Mr. McGill believes Applicant is fit, willing, and able to operate as a mover of household goods in South Carolina.

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A) (2015). The Commission is authorized to fix or approve just and reasonable rates, fares, and charges upon a showing

that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). The following proof is required to justify approval of an application for household goods movers:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012). If an applicant applies for authority for more than three (3) contiguous counties, public convenience and necessity may be shown by the use of shipper witnesses. S.C. Code Ann. Regs. 103-133(1) (2012).

V. DISCUSSION

Based upon the evidence of record, GLM has demonstrated it is fit, willing, and able to provide and properly perform the proposed services. Mr. Jenkins certified Applicant's familiarity with all statutes and regulations governing movers of household goods. This satisfies the "fit" requirement. Applicant has purchased a truck and moving equipment to provide the service for which it is applying, has undergone an inspection of its vehicles and facilities, and has supplemented its Application with insurance quotes. This satisfies the "able" requirement. Lastly, having demonstrated GLM is "fit" and "able" to provide the proposed services, filing the Application satisfies the "willing" requirement.

GLM has also met the public convenience and necessity requirement. GLM is applying for authority in more than three (3) contiguous counties and used the testimony of shipper witness Brian Johnson to support the Application. Mr. Johnson testified there is high demand and high growth in the Midlands area. He attributes this growth, in part, to relocation, new home construction, tourism, and the University of South Carolina. The shipper witness believes the moving industry can support another moving company.

VI. FINDINGS OF FACT

1. The Commission finds that GLM is familiar with and agrees to comply with all statutes and regulations governing movers of household goods.
2. The Commission finds GLM fit to perform the service described in its Application.
3. The Commission finds GLM has purchased moving equipment and plans to expand its fleet of vehicles to provide the service described in the Application. Further,

GLM supplemented its Application with an insurance quote and described Applicant's plan for expansion.

4. The Commission finds GLM able to perform the service described in its Application.

5. The Commission finds that by submitting its Application, GLM has demonstrated that it is willing to perform the proposed service.

6. The Commission finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commissions concludes that GLM has demonstrated it is fit, willing, and able to perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to GLM.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Grace Logistics & Movers, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. The Tariff and Bill of Lading of Grace Logistics & Movers, LLC are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order shall not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff's requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.


7. Should Applicant fail to meet the requirements of this Order, the Office of Regulatory Staff is requested to furnish the name and docket number of Applicant to the

Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:





Florence P. Belser, Vice Chairman
Public Service Commission of
South Carolina

Grace Logistics & Movers, LLC

South Carolina Household Goods Tariffs

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE
HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA**

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Grace Logistics & Movers, LLC

South Carolina Household Goods Tariffs

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Grace Logistics & Movers, LLC. The services are furnished between points and places in South Carolina.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Grace Logistics & Movers, LLC office location and includes the moves estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$90.00
Three Men and a Truck	\$120.00
Four Men and a Truck	\$140.00
Each Additional Man	\$20.00

1.2 Office Hours/ Minimum Hourly Charges

Grace Logistics & Movers, LLC will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00 am – 4:00 pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Grace Logistics & Movers, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) — \$ 120
- Pool Tables- \$275
- Gun cabinet - \$ 90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$ 150 ~
- Hot Tubs, Whirlpools — \$250
- Riding Lawnmowers- \$ 120
- Flat Screen Televisions (41" or above) \$70.00
- Freezers - \$ 90
- Golf Carts \$ 150

2.2 Elevator or Stair Carry

Grace Logistics & Movers, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Grace Logistics & Movers, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Grace Logistics & Movers, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Grace Logistics & Movers, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 Grace Logistics & Movers, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Grace Logistics & Movers, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Grace Logistics & Movers, LLC will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Grace Logistics & Movers, LLC.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must notify carrier of all claims for concealed damage within 7 days of the move. Grace Logistics & Movers, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Grace Logistics & Movers, LLC reserves the right to repair the damages in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Grace Logistics & Movers, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 7 days of your move. No damage claims will be honored until

the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Grace Logistics & Movers, LLC rate are computed by multiplying the applicable hourly rate by the time as provided in Section 1

3.3 Governing Publications

Grace Logistics & Movers, LLC rate and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Grace Logistics & Movers, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debts, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent of intrinsic value, previous metals or articles manufactured there from. Grace Logistics & Movers, LLC will not accept responsibility for safe delivery of such articles if they come into Grace Logistics & Movers, LLC possession with or without Grace Mover knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Grace Logistics & Movers, LLC Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Grace Logistics & Movers, LLC shall not be liable for any delay in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.7 Storage in Transit

If a customer requires temporary storage before their goods are unloaded at their final destination, they shall incur storage charges of \$75.00 per night. Grace Logistics and Movers, LLC will only store goods in transit for a period of 72 hours. After the expiration of that period, goods shall be unloaded at the final destination site or other private storage company at the customer's expense for any associated fees and costs.

SECTION 4**4.0 PROMOTIONS**

Grace Logistics & Movers, LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/ Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens 65 years and older that provide proper proof of same. Extra chargeable items will follow rates in Section 2. 2.1 Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Grace Logistics & Movers, LLC office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$85.50
Three Men and a Truck	\$114.00
Four Men and a Truck	\$133.00
Each Additional Man	\$19.00 per man/per hour



Order Exhibit 2
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EXHIBIT :
DOCKET NO.
ORDER NO.
DATE

GRACE LOGISTICS & MOVERS, LLC
(803)331-3522
2001 CUNNINGHAM RD.
COLUMBIA, SOUTH CAROLINA
IN CASE OF NEED CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

SHIPPER NAME		TEL
ADDRESS		FLOOR
ELEVATOR?	CITY AND STATE	
NOTIFICATION OF WEIGHT & CHARGES SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT <input type="checkbox"/> & CHARGES TO PARTY SHOWN BELOW		RECEIVED SUBJECT TO
NOTIFY		TEL
ADDRESS	GENERAL CONDITIONS:	

CONSIGNEE TO		TEL
ADDRESS		FLOOR ELEVATOR?
CITY		STATE
PREFERRED DELIVERY DATE(S) OR PERIOD OF TIME		

RATES, RULES, AND REGULATIONS IN
TARIFF _____ SEC. _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

INVOICING
GOV'T B/I. NO
BILL CHARGES TO

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER
& TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF.
SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING
THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS
A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED
SHIPPER DATE

TIME RECORD
START AM/PM CUSTOMERS INITIALS
FINISH AM/PM CUSTOMERS INITIALS

CUSTOMERS INITIALS
JOB HOURS
TRAVEL TIME
TOTAL HOURS

WEIGHT AND SERVICES
EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

GROSS	TARE	NET	RATE	CHARGES
SPACE RES. ____CU. FT. EXCL. USE OF VEH. ____CU. FT.				
TRANSPORTATION MILES				
ADD'L LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'L TRANS. (SURCHARGE) ORIG DEST				
EXTRA PICKUPS OR DELIVERIES: NO BY				
AT				
EXCESSIVE CARRY ELEVATOR STAIRS				
PIANO HANDLING: OUT IN HOIST				
ADD'L LABOR MEN FOR MAN HOURS				
WAREHOUSE HANDLING				
TRANSIT STORAGE: FROM TO				
S.I.T. VALUATION CHARGE				
APPLIANCE SERVICES ORIGIN DUE				
DEST. DUE				
OTHER CHARGES				
CARTAGE: TO WHSE FROM WHSE ORIG DEST MI QUANTITY				
BARRELS				
CARTONS				
CARTONS				
CARTONS				
CARTONS				
CARTONS				
CRIB MATTRESS				
WARDROBES (USE OF)				
MATTRESS CARTON NOT EXCEEDING 39X75				
MATTRESS CARTON NOT EXCEEDING 54X75				
MATTRESS CARTON EXCEEDING 54X75				
CRATES				
MIRROR CARTONS				
TOTAL PACKING				
TOTAL CHARGES CHGE PRD C.O.D. G.E.L. TOTAL CHARGES				
PREPAYMENT COLLECTED BY				
BALANCE DUE COLLECTED BY				

☐ CK ☐ CK # _____ ☐ CASH ☐ CREDIT CARD

AMT _____ TXDL # _____ EXPIRES _____

CC # _____ EXP _____

CUSTOMER SIGNATURE _____ DATE _____

TRANSPORTATION SERVICES HOURLY CHARGE
STRAIGHT TIME
VANS MEN HOURS AT \$ PER HR.

OVERTIME SERVICES
VANS MEN HOURS AT \$ PER HR.

OTHER CHARGES _____ PACKING _____ INSURANCE _____
TOTAL _____ DATE DELIVERED _____ DRIVER _____

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CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The Carrier of party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property (Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in custom warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such 'DSS c. damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and unpacking of such articles by the Garner or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier s inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions. faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such a request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 7 days after delivery of the Property; and suits shall be instituted against any Garner only within two years and one day from the day when notice in writing is given by the Carrier to the claimant and the Carrier has dis-allowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions. no Carrier hereunder shall be liable.

(c) Any Carrier or parry liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any, Property transported by it and to take and place the same in storage at the charge and expense of Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier a responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier. and subject to a lien for all transportation and other lawful charges, including a reasonable charge of \$65.00 per pound for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in any way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment.

Sec. 8 The owner or Consignee shall pay the advances, tariff oranges, packing and storage. if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment the prepayment of the charges. if upon

inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 if this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading. the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for com-mon law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.